

ant, in the most full and comprehensive terms, the whole and entire estate real and personal of the plaintiff, without condition or reservation of any kind whatever. It professes to have been made for value received, but was in fact signed without the least valuable consideration; and, if sustained, would leave the plaintiff utterly destitute and pennyless. At the time of the execution of this deed the plaintiff was upwards of eighty-four years of age; and was then, and had been for some time previous in a state of general dotage: and besides, was at the time suffering under an attack of erysipelas, that grievously affected her mental faculties, from which attack she could not have immediately recovered a perfectly sound state of mind, even after that bodily disease had intermitted or passed off, and which disorder must have considerably accelerated the previously commenced devastations of age. *Attorney-General v. Parnter*, 3 Bro. C. C. 443; 1 *London Jurist*, 340; *Sergeson v. Sealey*, 2 Atk. 413. This deed must therefore be annulled, as well because the plaintiff was, at the time it was executed, actually *non compos mentis*; as on the ground, that it was obtained by the most gross abuse of confidence, and by a fraudulent combination; for, as it has been truly said, fraud and deceit by him who is trusted, is most odious in law. *Fermor's Case*, 3 Co. 79.

Thus far the plaintiff will obtain all the equity she asks. But he who asks equity must do equity. The plaintiff herself seems to admit in her bill, when taken in connexion with her late husband's will, which she exhibits as a part of it, that she stands here in some sort encumbered with an equity due to the defendant. And the only difference between these parties as to that claim is as to its extent. The defendant claims an absolute estate in fee simple in the property of the plaintiff after her death. While, on the other hand, the plaintiff insists, that the defendant's claim extends no further than a life estate with remainder to her lawful children, should she have any.

The bill states, that the plaintiff was seized in fee simple of a tract of land called "John & Thomas' Forest;" that at an early period of her life she married John C. Owings, who made his will,
398 * which is exhibited as a part of the bill, and died in February, 1810; that the plaintiff had intended, by her last will, to make some sufficient provision for the defendant, the nature of which is thus described. After some specific legacies to the plaintiff's children and grandchildren, to give the defendant an estate for life in her real property, the residue of her personal estate, and a remainder in the real estate to the defendant's children should she have any; and in the event of failure of issue lawfully begotten, then to the other children of the plaintiff to be equally divided among them. That the defendant being wholly dissatisfied with such a provision, and insisting on an uncondi-